

Contract no 607

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AGREEMENT

Between

BOROUGH OF BARRINGTON

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL #71

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PREAMBLE

THIS AGREEMENT is by and between the BOROUGH OF BARRINGTON, a municipal corporation of the State of New Jersey (referred to herein as "Borough"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL #71, LOCAL 3528A, (referred to herein as "Union"), and it sets forth the terms and conditions of employment of those employees identified herein.

ARTICLE I. *

RECOGNITION

A. The Borough recognizes the Union as the sole and exclusive representative regarding terms and conditions of employment for the following classes of employees: Office employees, including secretary to Police Chief/Matron, Deputy Tax collector, Deputy Court Clerk, Highway Department employees, mechanic and Sewer Department employees. Excluded are all others, including the following: Managerial Executives, Confidential Employees, Professional and Craft Employees, Supervisors, (including Sewer Plant Foreman) Superintendent of Public Works, Assistant Superintendent, Borough Clerk, Construction Official, Tax Collector, Court Clerk, Treasurer and Police, temporary employees (defined as employees hired for no more than 120 days).

ARTICLE II. "

BOROUGH'S RIGHTS

A. The Borough, on its own behalf and on behalf of the citizens of Barrington, hereby retains and reserves unto itself, except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of New Jersey and of the United States.

ARTICLE III.

CHECK-OFF

A. The Borough agrees to deduct monthly union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Office of Council 71 together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.

B. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

C. The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the Borough.

ARTICLE JV.

EMPLOYEE RIGHTS

A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

B. An employee shall be entitled to Union representation at each step of a disciplinary hearing.

C. No employee shall be required by the Borough and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

D. No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Borough agree to their use prior to such meetings, in writing.

E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE V.

PROBATIONARY PERIOD

A. All newly hired or rehired employees shall serve a probationary period of 120 days from date of hire, or rehire. During said period, the employee may be terminated at the Borough's discretion.

ARTICLE VI.

GRIEVANCE

A. Purpose

It is the policy of the Borough and the union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

B. Definitions

(1) The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of this agreement, any Borough policy governing the Union or any administrative decision affecting any member or members of this Union.

(2) An employee is any full-time or regular part-time employees employed for more than 120 days in the unit covered by this agreement.

(3) An aggrieved party is the employee or group of employees who submit a grievance or on whose behalf it is submitted.

C. Submission of Grievances

(1) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(2) Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

(3) A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(4) An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the Department Head.

D. Grievance Procedure

(1) The Department Head shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Department Head or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council.

(2) The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two weeks after it is received by them.

E. Rights of Employees

(1) Employee and Union - Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Union.

(2) If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Union may request the appointment of an arbitrator. Such request shall be made known to the Department Head and Mayor and Council no later than 45 days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. Procedure

(1) The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made by the Union to the Public Employees Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC submit a second roster of names.

(c) If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC will be requested by either party to designate an arbitrator.

(d) The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Borough. The recommendations of

the arbitrator will be advisory. Only the Mayor and Council and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.

(3) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(4) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the department until such grievance and any effect thereof shall have been fully determined.

G. The costs of the arbitrator shall be paid jointly by the parties, each paying one-half (1/2) thereof. All other costs shall be paid by the party incurring them.

ARTICLE VII.

OVERTIME, DIFFERENTIAL PAY & LUNCH HOURS

A. Overtime

1. Time and one-half (1½) shall be paid to non-clerical employees for all work performed under the following conditions:

(a) All work performed in excess of eight (8) hours per day;

(b) All work performed after forty (40) hours per week.

(c) All work performed on Saturday when Saturday is not a regularly scheduled work day.

2. Time and one-half (1½) shall be paid to clerical employees for all work performed after 35 hours per week.

3. Insofar as practicable, overtime shall be distributed equitably among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being given the opportunity of working such overtime.

4. The Borough shall provide to the Union upon reasonable request, a list of employees showing overtime worked.

5. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

6. All paid time off (such as vacation time, holidays, sick time and personal days) shall be considered time worked for the purpose of computing overtime pay.

7. No overtime work shall be performed or paid unless such work was authorized in writing by the employee's Department Head.

B. Differential Pay

1. Any Sewer Department employee scheduled to work from 11:30 a.m. to 8:00 p.m. shall receive a 5% pay differential for hours worked between 4:00 p.m. and 8:00 p.m.

C. Lunch Hours

1. Clerical employees, including the Secretary to the Police Chief/Matron, shall receive a one (1) hour lunch period.

2. Highway Department employees shall receive a one-half (1/2) hour lunch period plus the addition of the 15 minute a.m. break and the 15 minute p.m. break for the combined total lunch period of one (1) hour. No other breaks shall be taken.

ARTICLE VIII.

HOURS OF WORK

A. The regularly scheduled full-time work week shall consist of thirty-five (35) hours per week for employees in the Borough Clerk's office, and the police chief's secretary/matron, exclusive of lunch, and forty (40) hours per week for all others with the exclusion of lunch. The Borough may schedule such hours in a way to reasonably permit the Borough to provide municipal services to the public.

B. In the absence of an emergency, the Borough will provide five (5) days' notice to any employee whose schedule is being modified.

ARTICLE IX.

CALL-IN-TIME

A. Any employee who returns to work during period other than his/her regularly scheduled shift shall be guaranteed pay for two (2) hours at the appropriate overtime rate of pay, regardless of the number of hours actually worked.

B. If the call-in period exceeds two (2) hours, the additional time will be at the appropriate overtime pay.

ARTICLE X.

SENIORITY

A. Seniority is defined as an employee's total length of service with the Borough, beginning with his most recent date of hire.

B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply; if hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Borough payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given alphabetical order (of the employee's last name).

C. The Borough shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Borough shall furnish copies of same to the Union upon reasonable request.

D. In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be considered, provided he has the ability to perform the work involved.

E. The Borough agrees with the concept of upward mobility (utilizing existing employees giving due consideration to seniority and ability).

ARTICLE XI.

MEDICAL INSURANCE

A. The Borough shall assume the full cost of Blue Cross-Blue P.A.C.E. Rider J major medical, or comparable coverage, for all full-time employees, their spouses and minor children.

B. The Borough shall assume the full cost of the Bollinger Prescription Plan (\$1.00 co-pay), or comparable coverage for all full-time employees, their spouses and minor children.

C. The Borough shall assume full cost of the Bollinger Dental Plan (Police Department Plan), or comparable coverage, for all full-time employees, their spouses and minor children.

D. Reimbursement for optical costs for the period from January 1, 1992 through December 31, 1993 shall be up to \$200.00 per family. Effective January 1, 1994, reimbursement up to an additional \$100.00 per family shall become available, with any unused portion from the 1992-93 period being carried over and available for use in 1994.

ARTICLE XII.

UNION VISITATION

A. Council 71 Representatives shall, when arriving on the Borough's premises, first announce his/her presence to the Supervisor at the location as well as the identity of the employee to be visited. The Supervisor shall grant a reasonable period of time for the visitation although he/she may delay said visit for legitimate work needs for a reasonable time. The visit shall be limited to the investigation of grievances or disciplinary action.

ARTICLE XIII.

UNION LEAVE

A. The Borough will provide release time up to five (5) work days without pay to one (1) employee per year for the purpose of attending a Union convention.

ARTICLE XIV.

OUT OF TITLE WORK

A. Any employee who performs work in a higher paid bargaining unit classification shall be compensated at the higher rate after 5 work days on the job, said higher pay to be paid back to the first day of the assignment.

ARTICLE XV.

DISCIPLINARY ACTION

A. All employees shall be subject to disciplinary action, including discharge, in accordance with applicable law and/or regulations.

B. Written notice of disciplinary action shall be given to the employee and the steward. The notice shall contain the reason for the disciplinary action and the nature of the discipline.

C. The name of any employee who is notified of suspension, or dismissal pursuant to Section D shall be transmitted to the Union promptly but not later than forty-eight (48) hours after such notice.

D. Any employee covered by this Agreement shall have the right to appeal any discipline through the grievance procedure Article.

E. The Borough agrees to apply the principles of progressive discipline where applicable.

ARTICLE XVI.

JOB POSTING

A. Any vacancies or newly created positions in the Borough will be posted prominently for five (5) working days. The posting shall include the classification, the salary, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.

B. The appointing authority will post prominently for seven days the name of the individual selected for the promotion or re-assignment.

C. The Borough agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability).

ARTICLE XVII.

NON-DISCRIMINATION

A. There shall be no discrimination of any employee based upon race, religion, color, sex, age, national origin, marital status, union affiliation or lack thereof.

B. Allegation of Discrimination under this Article shall be pursued through the appropriate administrative/or judicial forum; i.e. Division of Civil Rights, E.E.O.C., PERC (union activity).

ARTICLE XVIII.

WORKERS' COMPENSATION

A. Any employee who sustains an injury recognized as arising out of and in the course of employment under the New Jersey Workers' Compensation Act shall receive his or her regular pay during the period of the temporary disability less the amount of the weekly temporary disability benefit, said pay to not continue beyond the end of one (1) calendar year from the date of accident or injury.

ARTICLE XIX.

MATERNITY LEAVE

A. Requests for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.

B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.

C. Such employees shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of doctor's certificate setting forth the necessity therefor.

ARTICLE XX.

SICK LEAVE

A. All full-time employees shall be granted sick leave with pay commensurate with his or her length of service. In cases where three (3) or more days of sick leave are taken consecutively, where the employee takes more than five (5) separate sick leave days in a year, or where there is a pattern of abuse, the employee must present to the department superintendent a physician's certificate certifying the employee's illness before the employee may return to work.

B. Sick leave shall be determined as follows for all full-time employees:

1. Each full-time employee who has completed one (1) year of service shall be entitled to ten (10) days of sick leave.
2. Each full-time employee who has completed two (2) years of service shall be entitled to eleven (11) days of sick leave.
3. Each full-time employee who has completed three (3) years of service shall be entitled to twelve (12) days of sick leave.
4. Each full-time employee who has completed four (4) years of service shall be entitled to thirteen (13) days of sick leave.
5. Each full-time employee who has completed five (5) years of service shall be entitled to fourteen (14) days of sick leave.
6. Each full-time employee who has completed six (6) years of service shall be entitled to fifteen (15) days of sick leave.

C. Sick leave must be used in the year earned, or it shall be lost. Pay will not be granted in lieu of sick leave. Illness occurring after the beginning of a scheduled vacation period shall not be counted as sick leave; provided, however, that sick leave shall not include time for paid holidays.

D. Exhaustion of sick leave. Upon the exhaustion of an employee's sick leave, the employee shall become eligible for New Jersey Temporary Disability Plan payments.

E. Sickness In The Full-Time Employee's Immediate Family. A full-time employee seeking excused absence from work because of a serious illness in his or her immediate family shall furnish

his department superintendent with an attending physician's certification verifying the illness. If the department superintendent believes the absence was or is necessary, he or she shall then authorize the absence. Such absences shall result in the full-time employee being paid in the same manner as with sickness by himself or herself; provided, however, that no absences shall be authorized unless the full-time employee has unused sick leave, in which case the authorized absences hereunder shall be deducted therefrom.

ARTICLE XXI.

VACATIONS

A. Vacations shall be determined as follows:

1. Each full-time employee with cumulative service of more than six (6) months of employment shall receive five (5) working days of vacation
2. Each full-time employee with cumulative service of more than one (1) year shall receive ten (10) working days of vacation.
3. Each full-time employee with cumulative service of more than five (5) years shall receive fifteen (15) working days of paid vacation.
4. Each full-time employee with cumulative service of more than ten (10) years shall receive twenty (20) working days of paid vacation.
5. Each full-time employee with cumulative service of more than twenty (20) years shall receive twenty-five (25) working days of paid vacation.

B. All vacation time must be used before December 31 of each year, or it shall be lost. Salaries or wages shall not be paid in lieu of unused vacation time. In situations of emergency, exceptions may be made with approval of Mayor and Council.

ARTICLE XXII. "

HOLIDAYS

A. The following holidays shall be observed by all full-time and probationer employees and shall be granted with pay:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Good Friday (half day)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day following Thanksgiving Day

Christmas Eve (half day)

Christmas Day

B. Holidays occurring during a full-time employee's vacation period shall result in his or her receiving one (1) additional day with pay.

C. In the event that any of the above-named holidays fall on Sunday, the following Monday shall be the official holiday. In the event that any of the above-named holidays fall on a Saturday, the preceding Friday shall be the holiday, or if it shall be necessary for any employee to work on a holiday, the employee's department superintendent shall designate a compensatory day off upon mutual consent between the department superintendent and employee.

D. Personal holidays. Full-time employees shall receive five (5) personal holidays per year, to be scheduled with the department superintendent, by mutual consent.

E. In order to be eligible for holiday pay, the employee must work the last scheduled work day prior to the holiday and the first scheduled work day following it unless absent for a justifiable reason.

F. When an employee resigns or is laid off to reduce the work force of the Borough, any vacation credit and unused personal days earned in the preceding year but not yet taken shall be paid in cash at the time of termination of employment.

G. When an employee retires at age fifty-five (55) or later and is eligible for retirement or pension benefits, any vacation credit and unused personal days earned in the preceding year but not yet taken shall be paid in cash at the time of termination of employment.

ARTICLE XXIII.

BEREAVEMENT BENEFITS

A. In addition to personal days, the following bereavement benefits shall be available:

1. In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three days but may, under special circumstances, be extended to cover up to five (5) days.

"Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, or a relative or an in-law who lives in the same household with the employee or the parents of the employee's spouse.

2. In the case of death of a relative not in the immediate family nor residing in the same household with the employee or in the case of death of an in-law not residing in the same household with the employee, an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee and the deceased, the time and place of the funeral and the employee's hours of duty. Ordinarily, the maximum time excused should not exceed one day.

ARTICLE XXIV. *

COMPULSORY LEAVE

A. All full-time employees shall be granted leaves of absence for required jury duty or to attend a judicial or administrative hearing or trial under the command of a subpoena, provided that the employee furnishes proof of required jury duty or a subpoena. Absences for jury duty or compulsory attendance at a judicial or administrative hearing shall be supported by a certification by a clerk of the court certifying each day of jury duty or compulsory attendance at a judicial or administrative hearing. During such authorized absences, the employee shall receive his or her regular pay, provided that the employee reimburses the borough for any amount received as a juror or for attendance at a judicial or administrative hearing. In the event that an employee is not required to serve jury duty or attend a judicial or administrative hearing for a full day, the employee shall report to work whenever practical. No employee shall be entitled to absence with pay if he/she is a plaintiff or a defendant in a matter not connected with his or her employment with the Borough or in cases brought by the employee against the Borough.

ARTICLE XXV.

LONGEVITY PAYMENTS

A. Longevity shall be paid to all full-time employees. The longevity shall be paid at the rate of three percent (3%) of the current year's regular salary after the fifth (5th) year of employment through the tenth (10th) year of employment. After the tenth (10th) year of employment, the rate will increase to six percent (6%) of the current year's regular salary through the fifteenth (15th) year of employment. After the fifteenth (15th) year of employment, the rate will increase to eight percent (8%) of the current year's regular salary.

ARTICLE XXVI.

REPRODUCTION OF AGREEMENT

A. The Borough shall be responsible for having this Agreement reproduced in sufficient quantity to be distributed to all employees in the bargaining unit during the term of this Agreement. The copies of the Agreement shall be made available to the Union no more than thirty (30) days after the signing of the Agreement.

ARTICLE XXVII.

SEPARABILITY

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause or clauses shall be finally determined to be in violation of any law, then such clause or clauses, and only to the extent that any part may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

ARTICLE XXVIII. *

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX.

WAGES

A. Wage increases shall be paid to all employees as follows:

1. Effective - 1/1/92 (Retroactive) - 5% increase
2. Effective - 1/1/93 5 1/2% increase
3. Effective - 1/1/94 5 1/2% increase

B. The minimum hourly rate for the bargaining unit shall be \$7.00 per hour.

ARTICLE XXX.

TERMINATION AND EXTENSION

A. This Agreement will be effective January 1, 1992 through December 31, 1994.

B. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1.

IN WITNESS WHEREOF, the Borough of Barrington and the Union have caused this contract to be signed by their duly authorized representative as of this 14th day of April, 1992.

ATTEST:

Donna F. Condo
Municipal Clerk

Borough of Barrington

BY: *Harry J. Stone Jr.*
Harry J. Stone, Jr. Mayor

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, COUNCIL #71

ATTEST:

Robert J. Buell
~~Charter Chairperson~~
PRESIDENT LOCAL 3528A

BY: *Manuel Murray*
ABOMG, Co #71

Michael Brant
VICE PRESIDENT LOCAL 3528A